

Jenny Andrews

From: Carolina El'Azar <celazar@jamsadr.com>
Sent: Thursday, March 31, 2016 8:11 PM
To: Andrew Davick; Jenny Andrews; needham@lawyersforclients.com; Ashleigh Raso; Michele Rayburn; Tony Nemo
Cc: Glen Ashworth
Subject: RE: Failure to Disclose
Attachments: FW: Drake Arbitration JAMS Ref No. 1310021509

Dear Counsel,

Please see below email from Judge Ashworth regarding Mr. Davick's email on Failure to disclose:

Carolina,

Thank you for bringing to my attention an additional disclosure in this pending case. The previous disclosure regarding Ms. Andrews as counsel in another case should also include Mr. Johnson as a party to the same matter. I was court appointed in that matter and currently have scheduled no proceedings or taken no actions in the case. Rather than create any conflict or appearance of impropriety, I will withdraw as the arbitrator in that case. According, I intend to proceed with the pending arbitration as scheduled on April 4, 2016.

Regards,
Glen Ashworth.



Carolina El'Azar
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From: Andrew Davick [mailto:adavick@meshbesher.com]
Sent: Thursday, March 31, 2016 6:36 PM
To: Carolina El'Azar; Jenny Andrews (j.andrews@wallach-law.com); needham@lawyersforclients.com; Ashleigh Raso; Michele Rayburn (m.rayburn@wallach-law.com); Tony Nemo
Subject: Failure to Disclose

Dear Ms. El'Azar,

I have provided a copy of an email below that you sent back in Mid-February. It has come to my attention this evening while researching Mr. Johnson that not only is Judge Ashworth serving as an arbitrator in a matter involving Ms. Andrews but is also currently serving as an arbitrator in a matter involving the Plaintiff Johnson Law firm. JAMS Rule 15 is clear “the parties and their representatives shall disclose to JAMS any circumstances likely to give rise to justifiable doubt as to the arbitrator’s impartiality or independence

A handwritten signature in black ink, appearing to read "I".

including...any past or present relationship with the parties or their representatives. The obligation of the arbitrator, the parties and the representatives to make all required disclosures continues throughout the arbitration process." Only the disclosure regarding Ms. Andrews was made and at no time has the Johnson Law Firm or their representative indicated that the Plaintiff had another pending matter before the arbitrator. Because this information has come to my attention at the 11th hour and only through our own research, I am not sure how this issue can be adequately addressed absent cancellation of the arbitration at this time. How can my client have confidence regarding the neutrality of the process when this information was readily available, the other disclosure was offered (I assume) to avoid the appearance of impropriety, yet no one informed us that Johnson has another matter pending before Judge Ashworth. These concerns are significant and understandable when you consider that the Plaintiff is seeking nearly \$100,000 in attorneys fees above and beyond the contingency fee contract.

--Andrew Davick
Attorney at Law
Meshbesher and Spence, Ltd
1-800-845-1021

Dear Counsel,

In response to Ms. Jennifer M. Andrews' Notice of Appearance, Judge Ashworth needs to disclose that he is currently serving as an arbitrator in another arbitration in which Ms. Andrews with Wallach & Andrews is involved. The Judge believes that his participation will not affect his neutrality in the current case.

Please call me at 214-891-4525 if you have any questions.

Sincerely,
Carolina El'Azar



Carolina El'Azar
Senior Case Manager

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